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OF COUNSEL
URBAN A. LESTER

19518-FAA

September 6, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Santa Fe Trust No. 1995-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of each of the following: Lease Supplement No. 3, and Indenture Amendment and Supplement No. 3, both dated as of September 6, 1995 both being secondary documents.

The enclosed documents relate to the Equipment Lease Agreement duly filed with the Commission under Recordation Number 19518.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 3

Lessor: Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890-0001

Lessee: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

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SECRETARY

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Secretary's Office -

Mr. Vernon A. Williams
September 6, 1995
Page 2

Indenture Amendment and Supplement No. 3

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890-0001

Indenture Trustee: Harris Trust and Savings Bank
311 West Monroe Street
Chicago, Illinois 60602-3105

A description of the railroad equipment covered by the enclosed documents is:

Eleven (11) Model SD75M locomotives ATSF 240-250, inclusive.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

9/6/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/6/95 at 9:05 AM, and assigned recordation number(s). 19518-F and G.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100761009)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

LEASE SUPPLEMENT NO. 3

(Santa Fe Trust No. 1995-1)

19518-F

Dated as of September 6, 1995

between

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee,
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SANTA FE TRUST NO. 1995-1), DATED AS OF JUNE 27, 1995, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1995-1) NO. 3 dated as of September 6, 1995, (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "*Lessor*") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "*Lessee*");

WITNESSETH:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1995-1) dated as of June 27, 1995 (as heretofore supplemented, the "*Lease*"); and unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease); and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. *Inspection and Approval.* The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. *Delivery and Acceptance.* The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. *Warranty.* The Lessee hereby represents and warrants that no event that would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. *Basic Rent, Stipulated Loss Values and Termination Values.* The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the revised Schedules 3, 4, and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 27, 1995", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

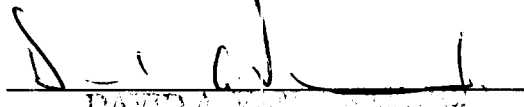
8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: 
Name: DAVID A. VELT
Title: Senior Financial Services Officer

LESSEE:

**THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this **Lease Supplement** to be duly executed and delivered on the day and year first above written.

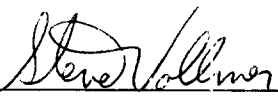
LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

By: 
Name: L. STEVEN VOLLMER
Title: Assistant Vice President-Finance

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 30 of ^{Aug}~~September~~, 1995, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is Senior Financial Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Venessa E. Robina
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

* * * * *

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of September, 1995, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of September, 1995, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

* * * * *

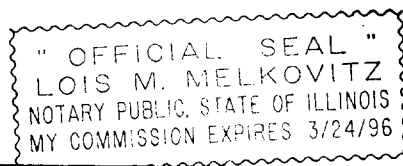
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 1 day of September, 1995, before me personally appeared L. STEVEN VOLLMER, to me personally known, who being by me duly sworn, say that he/she is AVP - FINANCE of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lois M. Melkovitz
Notary Public

[NOTARIAL SEAL]

My commission expires: _____



SCHEDULE 1
to Lease Supplement

UNITS

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
11	Model SD75M, 4300 HP 6-Axle, 6-Motor Turbo-charged Diesel Electric Locomotives	240-250 (inclusive)